

# HOUSES FOR SALE

## INVITATION FOR BIDS (IFB)

THE U.S. FOREST SERVICE IS SELLING  
9 HOUSE PROPERTIES  
IN EASTERN OREGON – JOHN DAY/PRAIRIE CITY & BURNS/HINES



This sale consists of 9 houses which will be sold as separate properties. Bid on one or multiple properties, each with a separate Minimum Bid and Bid Deposit.

## AUCTION SUMMARY

Sale Type:	Online Competitive Auction
Start Date:	<b>August 28, 2006</b>
End Date:	A minimum of 30 days, exact date TBA, based on bid activity

PROPERTY	MINIMUM BID	BID DEPOSIT	BID INCREMENT
John Day 5 <sup>th</sup> St.	\$50,000	\$5,000	\$1,000
John Day Lamford St.	\$20,000	\$2,500	\$500
Prairie City 935 Overholt St.	\$40,000	\$5,000	\$1,000
Prairie City 945 Overholt St.	\$40,000	\$5,000	\$1,000
Prairie City 12 <sup>th</sup> St.	\$40,000	\$5,000	\$1,000
Burns E St.	\$18,000	\$2,500	\$500
Burns Diamond St.	\$35,000	\$5,000	\$1,000
Burns Alvord St.	\$35,000	\$5,000	\$1,000
Hines Saginaw St.	\$55,000	\$5,000	\$1,000

## **IMPORTANT NOTICE !!**

**Required bid deposit and minimum bid (initial offer) must be submitted to:**

General Services Administration  
Real Property Disposal Office (9PRF-10)  
400 15<sup>th</sup> Street SW  
Auburn, WA 98001-6599  
(253) 931-7547

**Bids are opened daily, starting August 28, 2006**

If you wish to hand deliver a bid, enter the white GSA office building at the 15th Street SW main entrance. Use the telephone in the lobby to call extension 7547 and you will be directed to the appropriate location.

After the initial offer with required bid deposit has been submitted by mail or in person (cashier check, bank/postal order, certified check or credit card), any increases should be transmitted online following the guidelines in the Special Terms of Sale.

### **Results of Each Day's Bid Opening**

Bids will be posted on the auction site at **[www.auctionrp.com](http://www.auctionrp.com)**

### **Contacts & Additional Information**

If, **after reading this Invitation for Bid**, you have questions about the bidding process, terms of sale, instructions to bidders, or other aspects of the auction, please contact the GSA representative: **Lisa Roundtree (253) 931-7709**, or [lisa.roundtree@gsa.gov](mailto:lisa.roundtree@gsa.gov)

Please contact **Patti Hammett (541) 575-3144**, [phammett@fs.fed.us](mailto:phammett@fs.fed.us), or **Diana Hsieh (541) 383-5527**, [dhsieh@fs.fed.us](mailto:dhsieh@fs.fed.us), for other questions.

For questions about hazardous materials, please contact **Darren Lemon at (541) 575-3018**, or [dlemon@fs.fed.us](mailto:dlemon@fs.fed.us).

For questions about property boundaries and surveys, contact **Carl Stout at (541) 575-3035**, or [cstout@fs.fed.us](mailto:cstout@fs.fed.us)

Additional property photos and information about the Malheur National Forest:  
**[www.fs.fed.us/r6/malheur](http://www.fs.fed.us/r6/malheur)**

County tax and plat maps: [www.ormap.org](http://www.ormap.org), click on "Maps Online"

Grant County Assessor's Office: (541) 575-0107; Planning Dept. (541) 575-1519  
Harney County Assessor's Office: (541) 573-2246; Planning Dept. (541) 573-6356

Land Title of Grant County: (541) 575-1830; [landco@ortelco.net](mailto:landco@ortelco.net)  
AmeriTitle (for Harney Co.): (541) 573-2039

### **Invitation for Bids (IFB)**

Auction bids for the purchase of the real property described in this Invitation for Bids will be received and then publicly opened starting August 28, 2006 at the Real Property Disposal Office, General Services Administration, 400 15<sup>th</sup> Street SW, Auburn, Washington 98001. Separate, individual bids may be submitted for one property or any number of properties. The Forest Service is required to obtain market value for the property and reserves the right to reject any and all bids.

See Special Terms of Sale – Item No. 10, for Bidding over the Internet.

Bids may not be accepted if they are not in full compliance with this Invitation (including all attachments).

### **Inspection of the Property**

Driving directions to the properties are described in this IFB, and an Oregon map and city street maps are displayed in the “Sales Flyer”, at [www.auctionrp.com](http://www.auctionrp.com). You are invited and encouraged to inspect the property and make your own assessment of the property conditions prior to submitting a bid. 8 of the 9 properties are vacant. You may inspect the exteriors of the 8 houses anytime during daylight hours. The Hines Saginaw St. house has a tenant, and cannot be inspected except during the scheduled Open Houses on September 9<sup>th</sup> and September 22 (this date by appointment only).

Failure to inspect the property or to be fully informed as to the condition of any or all of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

### **Open Houses are scheduled as follows:**

August 24<sup>th</sup> (Thursday):

9 am – 12 noon for the John Day and Prairie City houses

2 pm – 5 pm for the Burns houses (Note: The Hines Saginaw St. house will not be open on this date)

September 9<sup>th</sup> (Saturday):

9 am – 12 noon for the John Day and Prairie City houses

2 pm - 5 pm for the Burns and Hines houses

September 22<sup>nd</sup> , **by appointment only**. You must call or e-mail Diana Hsieh (contact information on p. 1) by September 20<sup>th</sup> to indicate which property you want to tour.

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## INTRODUCTION

The intent of this sale is to dispose of structures and properties no longer needed by the Malheur National Forest, which will reduce facility maintenance costs. The project is authorized under the Forest Service Facility Realignment and Enhancement Act of 2005.

## PROPERTY DESCRIPTION

### Setting

All 9 properties are located in rural eastern Oregon, in the towns of John Day, Prairie City, Burns and Hines. John Day/Prairie City are about 120 miles east of Prineville, Oregon, a 2 hour drive. Prairie City is 13 miles east of John Day. Burns/Hines are approximately 130 miles east of Bend, Oregon, also a 2 hour drive. Hines is 2 miles west of Burns. Boise, Idaho is approximately 180 miles from all four towns. All properties are within the city limits of their respective towns.

The towns offer a relaxed lifestyle with plenty of open spaces, big skies, low cost of living, and easy access to hiking, fishing, hunting, bird watching, and four season recreation. The area offers diverse geography and scenery – from basin and range to high desert grasslands, and fragrant pine forests to high alpine lakes and meadows.

Nearby attractions include the 1.7 million acre Malheur National Forest, the John Day Fossil Beds National Monument —world famous for it's diversity of plant and animal fossils dating 40-65 million years ago, the Malheur Wildlife Refuge—a national bird watching mecca, and the Steens Mountain Wilderness.

### Street Address & County Assessor Tax Parcel No.

HOUSE	STREET ADDRESS	COUNTY	PARCEL MAP NO. & TAX LOT NO.
John Day	309 NW 5 <sup>th</sup> St.	Grant	13S 31E 23CC Tax Lot 500
John Day	117 Lamford St.	Grant	13S 31E 26BA Tax Lot 11500
Prairie City	935 Overholt St.	Grant	13S 33E 11CA Tax Lot 501
Prairie City	945 Overholt St.	Grant	13S 33E 11CA Tax Lot 502
Prairie City	118 12 <sup>th</sup> St.	Grant	13S 33E 11CA Tax Lot 503
Burns	337 East E St.	Harney	23S 31E 7DB Tax Lot 1800
Burns	249 S. Diamond St.	Harney	23S 31E 18BB Tax Lot 5500
Burns	244 S. Alvord St.	Harney	23S 31E 18BB Tax Lot 4100
Hines	104 N. Saginaw St.	Harney	23S 30E 23AC Tax Lot 7700

Legal Descriptions

Attachment A contains each property legal description.

Property Features

All houses have oil furnace heating; all underground fuel storage tanks have been removed. All of the houses have been used as employee housing.

Below is specific information on each property. The square footage is only an estimate, the records indicated a variety of values. For some properties, there were slight differences between the Forest Surveyor's calculated acreage and the assessor's office acreage of record.

Bidders are reminded that the property is offered for sale and will be sold "As is" and "Where is", without representation, warranty, or guaranty as to condition. The descriptions of the property and information provided here are believed to be correct. However, any error or omission shall not constitute grounds or reason for non-performance of the contract for sale or claim by the purchaser for allowance, refund, or deduction from the purchase price.

## Property Features Chart

House FS Bldg #	Year Con- structed (estimate)	Sq. ft. estimate/ Lot acreage (Surveyor)	# Bed- rooms / # Baths	Functional Fireplace or Woodstove?	Garage	Amenities	Condition Comments
John Day- 5 <sup>th</sup> St. # 1044	1953	1,093 ft. / 0.19 acre	3/2	brick fireplace	Single detached	Cheery kitchen with attractive cabinets, nice wood floors. Backyard looks onto open space.	
John Day- Lamford St. # 1045	1953	1,278 ft. / 0.58 acre	2/1.5	2 brick fireplaces	Single attached	Located on hill overlooking town, Creek, and hills. Charming knotty pine wood paneling. Private lot at end of street.	Sewage line needs quarterly preventative clean-out maintenance.
Prairie City- 935 Overholt # 1046	1962	1,170 ft./ 0.34 acre	3/1	Woodstove removed, chimney still in place	Single attached	Large, fenced backyard. Quiet neighborhood near sports fields.	
Prairie City- 945 Overholt # 1047	1962	1560 ft. / 0.26 acre	3/1	Woodstove removed , chimney still in place	No garage, converte d to family room.	Large, fenced backyard. Quiet neighborhood near sports fields.	
Prairie City- 12 <sup>th</sup> St. # 1048	1962	1,170 ft. / 0.23 acre	3/1	Woodstove removed , chimney still in place	Single attached	Looks south onto scenic peaks of the Strawberry Mt. Wilderness.	
Burns – E St. # 1014	1925	1057 ft. / 0.28 acre	2/1	Wood cook stove and wood heat box removed , chimney still in place	Single attached	Cheery kitchen, charming cottage style house that was previously a Ranger's house.	Plumbing has had problems freezing in cold winter months. House was moved to current site.
Burns – Diamond St. # 1039	1955	1000 ft. / 0.16 acre	3/1	Fireplace functional. Wood stove removed, chimney still in place.	Single attached	Fenced backyard with shade trees both in front and back.	There is no water shut off in yard, must have city come and turn off water at meter.
Burns – Alvord St. # 1040	1955	960 ft. / 0.16 acre	3/1	Fireplace functional.	Single attached	Nice hardwood floors, large backyard	
Hines – Saginaw St. # 1042	1956	1653 ft. / 0.36 acre	3/1		Double attached	Nice location on hillside overlooking town. Lots of windows, pleasant kitchen and dining area. Private back porch.	Cracks in fireplace chimney, blows smoke into living room.

## Getting To The Towns

### DRIVING:

*John Day/Prairie City:* These towns are a 2 hour drive from Prineville, Oregon. From Prineville, head east on Hwy. 26 for approximately 120 miles to John Day. Prairie City is another 13 miles east on Hwy. 26.

*Burns/Hines:* These towns are a 2 hour drive east from Bend, Oregon. From Bend, head east on Hwy. 20 for approximately 130 miles. You will approach Hines first, with Burns being 2 miles further east.

Please refer to the Sales Flyer for a State of Oregon map and street maps with the locations of each property.

### FLYING:

Redmond Municipal Airport is the closest commercial airport, and is about 20 minutes west of Prineville and 20 minutes north of Bend. The Airport is served by Delta, Horizon Air, United, and United Express, with daily direct flights from Portland, San Francisco, Salt Lake City, Seattle, and Los Angeles, and weekend direct flights to Denver. Rental car companies are located at the Airport.

## Driving Directions to Each House

*John Day 309 NW 5<sup>th</sup> St.:* From Hwy. 26, turn north onto NW Canton St; then west (left) onto NW 5<sup>th</sup> St. House is near the end of the street, on the right.

*John Day 117 Lamford St.:* From the junction of Hwy. 26 and 395 (aka S. Canyon Blvd.), turn south onto 395. Turn west (right) at SW 2<sup>nd</sup> Ave (church at corner), cross the bridge and head up the hill. Turn north (right) where it T's. House is at the very end of the street.

*Prairie City 935 Overholt St.:* From Hwy. 26, pass the Ranger Station, turn south onto Bridge St. Cross the creek, and make the first right (no street sign), which is Overholt St. Pass the school; the house is on the left, near the junction with 12<sup>th</sup> St.

*Prairie City 945 Overholt St:* This house is adjacent to and south of 935 Overholt St.

*Prairie City 118 12<sup>th</sup> St.:* See above. Drive all the way to the end of Overholt St, and turn east (left) onto 12<sup>th</sup> St. The house is the first one on the left.

*Burns 337 East E St.:* From Broadway Street (Hwy. 20), turn east onto E. D St. Turn north (left) onto N. Alder. The road forks, veer right onto E. E St. The house is on the right, at the Date St. intersection.

*Burns 249 S. Diamond St.:* From W. Monroe St (Hwy. 20), turn south onto S. Diamond St. Pass Van Buren St., and the house is on the left.

*Burns 244 S. Alvord St.:* From W. Monroe St. (Hwy. 20), turn south onto S. Alvord St. Pass Van Buren St., and the house is on the right side. Alvord St. is 3 streets east of Diamond St.



*Hines 104 N. Saginaw St.:* From Hwy. 20, turn west onto Barnes Ave. (blinking light and city park) At Hines Middle School, veer to the right uphill; the house is the first one the left.

#### Access

All properties have legal access from city streets.

#### Utility Services

All properties have city water and sewer service, power, and telephone service. It is the responsibility of the successful bidder to contact utility companies to start up service, and to inquire about fees or other questions.

#### Zoning

All properties are zoned residential. Any further land use or zoning questions should be directed to the respective County Planning office listed on p. 1 of this IFB.

Verification of present zoning and determination of permitted uses shall be the responsibility of the bidder and the USDA Forest Service makes no representation in regard thereto. The USDA Forest Service does not guarantee that any zoning information is accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from the Invitation For Bids.

#### Special Use Permit

The City of Prairie City has a special use permit for a buried sewage line that serves 6 Forest Service houses in Prairie City, including the two Overholt and 12<sup>th</sup> Street houses. This use and maintenance will need to be continued when the properties enter private ownership. The Purchaser will be required to grant an easement to the City of Prairie City for this right-of-way at the time of closing.

#### OTEC Power line Access

The Oregon Trail Electric Cooperative (OTEC) has a power line located through a vacated alley running near the eastern property lines of the Prairie City 935 and 945 Overholt Street houses. OTEC has used the 935 Overholt St. driveway for access.

The Purchaser of the Prairie City 935 Overholt property will need to grant an access easement to OTEC at the time of closing.

#### Existing Easements, Reservations, and Other Rights

The properties will be sold subject to known easements, reservations, restrictions and other rights, in favor of third parties, for roads, utility lines, mineral rights, and any other known rights. Please refer to Attachment B – Easements, Reservations and Outstanding Rights.

#### Inspections for Health and Building Codes:

The Forest Service will not conduct or fund dry rot, termite, water quality testing, or other types of home inspections or environmental testing. No inspection has been or will be made to determine if the properties meet local building codes. If a prospective bidder desires these services, they are to be acquired at the bidder's expense. The bidder will need to contact the Darren Lemon, Forest Service Facilities Engineer, listed on Page 1, to make arrangements.

CERCLA Notice and Covenant Regarding Hazardous Substances Notice and covenants concerning hazardous substances are required to be included in the sale notice and deed of conveyance for the property under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The purchaser will be required to agree to “hold harmless” the United States of America from injury, damages, loss, claims, liabilities, cost, and judgments arising from future actions by the purchaser. In addition, the purchaser also must provide written assurance that they will comply with applicable Federal, State, and local laws relating to the management of the lead-based paint and asbestos-containing building materials on the property. The notice and covenants, the “hold harmless” provisions, and the assurance related to lead-based paint and asbestos-containing building materials are included in the example draft deed provided as Attachment C to this Invitation for Bids. The final purchaser agrees to the covenants and other provisions of the sale set out in Attachment C. An Environmental Site Assessment report on the property is available for review by potential purchasers and will be provided to the apparent high bidder for the property. By submitting a bid for the property, bidders acknowledge that they were given the opportunity to obtain a copy of the Environmental Site Assessment. Bidders further acknowledge that they have been informed of and agree to covenants as specified in the example draft deed provided as Attachment C to this Invitation for Bids.

Notice of Presence of Lead-Based Paint (LBP)

A lead-based paint risk assessment report was completed for all the houses by Paulsen Environmental Consulting, Inc. (2019 Graham Boulevard, Vale, OR 97918-5355, Phone: 541-473-2243). Lead-based paint is defined as paint with greater than 5000 ppm of lead. A summary of the findings follows:

John Day 5<sup>th</sup> St.: Lead paint is found on both interior and exterior surfaces. The exterior paint is in fair condition, and the interior paint is in fair condition.

John Day Lamford St.: Lead paint is found on both interior and exterior surfaces. The exterior paint is in fair condition, and the interior paint is in good condition.

Prairie City 935 Overholt St.: Lead paint was not found at this residence.

Prairie City 945 Overholt St.: Lead paint was not found at this residence.

Prairie City 12<sup>th</sup> St.: Lead paint was not found at this residence.

Burns E. St.: Lead paint is found on exterior surfaces. The exterior paint is in poor condition.

Burns Diamond St.: Lead paint is found on exterior surfaces. The exterior paint is in poor condition.

Burns Alvord St.: Lead paint is found on exterior surfaces. The exterior paint is in fair condition.

Hines Saginaw St.: Lead paint is found on both interior and exterior surfaces. The exterior paint is in poor condition, and the interior paint is in good condition.

For all properties except Burns E St., soil lead levels were tested in applicable areas. In all cases, the soil lead levels were below 400 ppm, the current EPA and HUD Guidance for soil in bare play areas. Soil was not tested at the Burns E St. property, as no bare soil was available around the structure; it was either sod or graveled driveway.

Notice of Presence of Asbestos

An asbestos inspection was conducted by Paulsen Environmental Consulting, Inc. (2019 Graham Boulevard, Vale, OR 97918-5355, Phone: 541-473-2243). All of the asbestos containing materials discussed below are non-friable. A summary of the findings follows:

John Day 5<sup>th</sup> St.: Asbestos containing materials are reported in the furnace duct tape and green vinyl flooring at the back entrance.

John Day Lamford St.: Asbestos containing materials are reported in the furnace room duct tape and gray board, pipe insulation in the crawl space, and the brown vinyl flooring in the bath.

Prairie City 935 Overholt St.: Asbestos containing materials are reported in the furnace room duct tape and cement board on the door, pipe insulation in the crawl space, and the green vinyl flooring in the kitchen and dining room. The asbestos inspection by Paulson Environmental Consulting, Inc. (2019 Graham Boulevard, Vale, OR 97918-5355, Phone: 541-473-2243) and dated 2/22/05 indicates that brown vinyl flooring has been placed over the old green asbestos vinyl flooring.

Prairie City 945 Overholt St.: Asbestos containing materials are reported in the furnace room duct tape and cement board on the door, pipe insulation in the crawl space, and the vinyl flooring in the entrance way. The asbestos inspection by Paulson Environmental Consulting, Inc. (2019 Graham Boulevard, Vale, OR 97918-5355, Phone: 541-473-2243) and dated 2/22/05 indicates that the entrance has been carpeted, covering the asbestos flooring.

Prairie City 12<sup>th</sup> St.: Asbestos containing materials are reported in the furnace room duct tape and cement board on the door, pipe insulation in the crawl space, and the tan vinyl flooring ( over green vinyl) in the bath. The asbestos inspection by Paulson Environmental Consulting, Inc. (2019 Graham Boulevard, Vale, OR 97918-5355, Phone: 541-473-2243) and dated 2/22/05 indicates that there is no change from his previous inspection some years ago, except that there is new duct tape in the furnace room.

Burns E St.: The report record for this house indicates no asbestos containing materials are present.

Burns Diamond St.; No asbestos containing materials were identified.

Burns Alvord St.: Asbestos containing materials were identified in the brown vinyl flooring in the bath.

Hines Saginaw St.: Asbestos containing materials were identified in the green floor tile in the utility room and the gray sheet vinyl flooring in the kitchen.

Underground Storage Tanks (UST)

The Heating Oil Tank (HOT) decommissioning work, discussed in the following paragraphs, was completed by Martin S. Burck Associates (MSBA), Inc. at 1855 Tucker Road, Hood River, OR 97031, Phone: 541-387-4422.

John Day 5<sup>th</sup> St.: The tank decommissioning is documented in a report to DEQ, dated February 15, 2006. Initial soil sample results indicated that a leakage had occurred, and the site was reported to DEQ (LUST File No. 12-05-2562). However, further review of the sample results indicated that site was in compliance with the HOT voluntary decommissioning and cleanup regulations. Consequently, no further action was needed at the property. The DEQ does not issue an approval of this type of report because the decommissioning contractor is licensed through DEQ itself.

John Day Lamford St.: The tank decommissioning is documented in a report to DEQ, dated March 13, 2006. Initial soil sample results indicated that a leakage had occurred, and the site was reported to DEQ (LUST File No. 12-05-2510). The site qualified for a Generic Remedy Cleanup Alt. 1, which has been completed.

Prairie City 935 Overholt St.: The tank decommissioning is documented in a report to DEQ, dated March 13, 2006. Initial soil sample results indicated that a leakage had occurred, and the site was reported to DEQ (LUST File No. 12-05-2525). The site qualifies for a Risk-Based Closure, and MSBA determined that the residual heating oil risk-based concentrations do not exceed the applicable exposure pathways or the exposure pathways are incomplete with respect to the receptors. Consequently, there is no associated risk to human health and safety.

Prairie City 945 Overholt St.: The tank decommissioning is documented in a report to DEQ, dated March 13, 2006. Initial soil sample results indicated that a leakage had occurred, and the site was reported to DEQ (LUST File No. 12-05-2524). The site qualifies for a Risk-Based Closure, and MSBA determined that the residual heating oil risk-based concentrations do not exceed the applicable exposure pathways or the exposure pathways are incomplete with respect to the receptors. Consequently, there is no associated risk to human health and safety.

Prairie City 12<sup>th</sup> St.: The tank decommissioning is documented in a report to DEQ, dated March 13, 2006. Initial soil sample results indicated that a leakage had occurred, and the site was reported to DEQ (LUST File No. 12-05-2523). The site qualifies for a Risk-Based Closure, and MSBA determined that the residual heating oil risk-based concentrations do not exceed the applicable exposure pathways or the exposure pathways are incomplete with respect to the receptors. Consequently, there is no associated risk to human health and safety.

Burns E St., Burns Alvord St., and Hines Saginaw St. properties: These properties have always had above ground home heating oil tanks. No leaks have ever been reported, and no testing is required if there are no visible leaks.

Burns Diamond St.: This house had an above ground fuel storage tank that developed a major pipe leak, and most of the contents of the tank emptied onto the ground under the house. This site was reported to the Oregon Department of Environmental Quality (DEQ) on July 16, 1998 (LUST File No. 1398-0039), and then cleaned up by a qualified contractor. However, for unknown reasons, the site was never closed by the DEQ. The Malheur National Forest is currently in the process of obtaining a closure for this site. It is estimated that this process may take between 1-6 months. This property will be conveyed once the final closure approval has been received. This may result in a delayed closing. See General Terms of Sale, item # 16 Delayed Closing.

Radon

No radon testing was done for any residence with this investigation. Consequently, no site specific information is available. The Environmental Protection Agency Map of Radon Zones for Oregon shows that Grant and Harney Counties (Prairie City / John Day, Burns / Hines respectively) are located in Zone 1, which has the highest potential (greater than 4pCi/L) for radon occurrence. However, Radiation Protection Services (800 NE Oregon Street, Suite 640, Portland, OR 97232) which is a division of the Office of Public Health Systems in the Department of Human Services (500 Summer Street, NE, Salem, OR 97301) for the State of Oregon has information by county for the State. Their records show that Grant and Harney have no values above the 4.0 pCi/L threshold, and the average is 1 and 1.4 respectively. In addition Radiation Protection Services has radon levels for tests by zip code. Burns has 12 tests, all of which are below or well below the 4.0 pCi/L level. Unfortunately, John Day, Prairie City and Hines do not have any tests recorded in their communities. And nearby towns, such as Hines, Lawen, Riley, Bates, and Canyon City do not have any readings either. One concentration, taken at Mt. Vernon (eight miles west of John Day), was recorded at 1.0 pCi/L. In summary, though limited site specific information is available, it appears that radon gas accumulation is not considered a concern for any site.

Property Surveys

The 3 Prairie City properties have had a Forest Service re-plat survey in 2004, and approved by Grant County in 2005. It was recorded in the Grant County Clerk's office on 1/25/2005, and is available thru their office. The Hines Saginaw St. house was also surveyed by the Forest Service in 1997, and is Harney County Survey # 646, also available at Harney County. No research of privately conducted surveys has been done, except in conjunction with the above referenced surveys.

There have been no other formal, documented efforts to find or verify existing corner monuments, establish new corners, or find, verify or establish property lines. Property descriptions are based on descriptions in the deeds by which the Forest Service acquired the properties and surveys existing at that time (except for the Prairie City properties).

Existing Encroachments

*John Day 5<sup>th</sup> St.:* The northwest area of the backyard fence is encroaching upon the private land to the north by about 3 feet. It is unknown if, or by how much, the northeast portion of the fence is encroaching.

*Prairie City 935 Overholt St.:* The private landowner to the north has a narrow portion of a shed and fence encroaching onto this property. The shed encroaches about 1.3 feet, and the fence encroaches an estimated maximum of 2 feet along the north line and 5 feet at the NE corner of the Forest Service property. This encroachment is sketched and documented in the re-plat survey described in the Property Survey section of this IFB. The landowner is aware of the encroachment but no action has been taken by the Forest Service to resolve the issue.

*Burns E St.:* The Forest Service constructed a fence near the property's west line where the driveway is located. The fence was located approximately 1-3 feet onto the private property to the west, with the property owner's knowledge, as documented in a letter

dated 8/16/2004, and signed by District Ranger Margaret David Bailey. This neighbor has not requested that the fence be moved.

*Hines Saginaw St.:* There is a retaining wall located near the west property line. It is unknown whether the wall was originally built by the Forest Service or the private landowner to the west, although it is more likely that a previous private landowner constructed it. A Forest Service survey indicates the wall is located approximately 1-3 feet on the Forest Service side of the property line. This is sketched on the survey referenced in the Property Survey section of this IFB.

All properties are being sold "as is". The federal government has no plans to resolve or adjust property lines, or move improvements prior to selling these properties.

No other encroachments are known to exist, but if any are identified after the property leaves federal ownership, it will be the responsibility of the purchaser to remedy or take other action. The Forest Service takes no responsibility or liability for encroachments or trespass, either known or unknown at the time of advertising and sale.

#### Wetlands

None of the properties contain wetlands. The properties are not identified on the National Wetland Inventory or Local Wetland Inventory maps, and the properties do not meet the U.S. Fish and Wildlife Service definition of wetlands.

#### Floodplains

The following information was supplied by the Grant County Planning Department:

The John Day 5<sup>th</sup> St. house is located within the 100 year floodplain. The John Day Lamford St. house, and all of the Prairie City houses, are located outside of a floodplain.

According to the Planning Department, uses are not restricted within the 100 year floodplain, however, different building codes may apply.

The following information was supplied by the Harney County Planning Department:

The Burns E St. and Burns Alvord St. properties are within the 100 year floodplain. The Burns Diamond St. and Hines Saginaw St. houses are within the 500 year floodplain.

According to the Planning Department, there are no restrictions on use and development within the 500 year floodplain. Within the 100 year floodplain, there are also no restrictions on use and development, except that uses or development cannot restrict flows. In addition, they state that it is common to have properties located within the 100 year floodplain in the area.

#### County Property Taxes

As government owned houses, these properties have been exempt from county property taxes. According to the County Assessor's office, if the properties are transferred to private ownership prior to July 1, 2007, taxes will be due starting October of 2007. No taxes will be prorated or due by the Purchaser at closing. For additional

property tax questions, please contact the appropriate County Assessor's office (phone number provided on Page 1 of this IFB).

Purchaser's Responsibilities for Land Use

The purchaser is responsible for local and state land use approvals, lot line adjustments, and any other documentation or actions that may be required or desired in order to purchase or use the properties. It is also the purchaser's responsibility to ensure that their desired use is compatible or could be made compatible, with local land use rules, regulations, and zoning.

Title Documentation and Closing:

The USDA Forest Service has title to these properties. Preliminary title reports, prepared by Land Title Company of Grant County, for the John Day and Prairie City properties, and AmeriTitle, for the Burns and Hines properties, are available for review. The USDA Forest Service does not guarantee the accuracy of these reports. Title will be conveyed by Forest Service quitclaim deeds for all properties. Attachment C is an example quitclaim deed.

The United States does not warrant title to these properties; however, at closing, title to the property should be free and clear of all exceptions to title, liens, easements, covenants, restrictions, encumbrances, etc, except those that will be shown on the deed to be issued to the property. The purchaser may obtain a title policy at their own expense, if desired. An escrow company will assist in the closing of the sales; the Forest Service will prepare escrow instructions. -

**Special Notice:**

The descriptions of the property set forth in this Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property are based on information available to the USDA Forest Service and are believed to be correct. Any error or omission shall not constitute grounds or reason for non-performance of the contracts of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

Bidders are reminded that the property is offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

In the event the purchaser fails to consummate the transaction, the USDA Forest Service may retain the bid deposit as liquidated damages, or the bid deposit may be returned to the purchaser, or the USDA Forest Service may sue for specific performance, all at the USDA Forest Service's discretion.



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## **SPECIAL TERMS OF SALE**

### **1. Bid Deposits – Terms**

The Government Agency holding title for this property in this IFB is the U.S.D.A. Forest Service, who may be referred to as the "Government agency holding title".

Bids to purchase must be on a cash basis only. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this property for financing. A bid deposit (see below) is required on each sale parcel. A cashier's check, certified check, bank/postal money order, or **credit card** may be used. The Pay to the Order of should be made out to: "USDA Forest Service or (then insert your name)". The full balance of the purchase price is payable within **forty five (45)** days after award, at the close of escrow. The full bid deposit that you forwarded will be applied towards payment of the purchase price.

#### Location

John Day, Prairie City  
Burns, Hines  
(See Cover Page)

#### Bid Deposit

**See Cover Page**

### **2. Return of Bid Deposits**

Only the bid deposits from the two highest bidders must be held until an award decision is made by the U.S.D.A. Forest Service. The second high bid is a backup bid in case the high bidder is disqualified. All other bids and bid deposits will be returned within five (5) working days after the auction closes.

### **3. Bid Price – see Cover Page for Minimum Bid Price for each Property.**

A minimum bid price has been set for each Property. Individual bids may be submitted for one Property, or any number of Properties. The Forest Service will not accept bids below the minimum bid price. The Forest Service is required to obtain market value for the property and reserves the right to reject any and all bids.

### **4. Type of Sale**

The method of sale used here can best be described as a written auction. Some call it a candle sale or sale by candle. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail or register to bid over internet, and increase your bid by either mail or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until sold. You can find out when new bids come in and what the high bids are from our web page at [auctionrp.com](http://auctionrp.com). When no bids have been received on the property for a period of time and the high bid is acceptable to the U.S.D.A. Forest Service, then the high bid will be accepted and the property sold. If you wait to bid it may be too late. Notice of when bidding will be closed is

given on our web page. You need to pay close attention to the web page. See item # 9 below "First Call for Final Bids".

### **5. Bidding in General**

Initial bids with proper bid deposit must be on bid forms applying to this sale and delivered to our office either in person, by mail, over the Internet or by express delivery. Initial bids (sealed bids) will be opened and posted on the web page whenever they are received. Bids will be received until the property is sold or bidding is closed. All bids are irrevocable for 60 days from the date received. The bid which represents the best return to the Government will be accepted. However, the Government reserves the right to reject any and all bids at any time for any reason. Once an award decision is made, no further bids will be considered. Additional bid forms are available from the GSA Auburn Office. Forms in the IFB may be photocopied and used.

### **6. Bidder ID Numbers**

A user Identification (ID) number and password are used to register online and to place bids. If you register online at [www.auctionrp.com](http://www.auctionrp.com) you will be required to assign your own User ID (limited to eight (8) alphanumeric characters). The required password must be at least eight (8) characters and must include at least: a) one letter, b) one number, and c) one special character such as: !@#\$%^&\*(). Since the user ID is used to publicly identify bids, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.

If you do not register online, a user ID number and password will be assigned to you. The User ID must be on the Bidder Statement when submitting bid increases by mail. The User ID number will be used to identify the bidders on the auction web page at [www.auctionrp.com](http://www.auctionrp.com)

### **7. Daily Bidding Results**

The day's bid results are available (24 hours a day) on the auction site at [auctionrp.com](http://auctionrp.com). Bids are posted by the close of business each business day.

### **8. Increasing Your Bid**

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be on GSA bid forms. **See Cover Page for minimum bid increase increment.** The Government reserves the right to increase or decrease the bid increment at any time prior to the close of the sale.

## 9. First Call for Final Bids

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page. On that date, if no increased bid is received between 9 a.m. and 3 p.m. Pacific Time, then bidding will close at 3 p.m. and consideration will be given to selling the property to the high bidder. If an increased bid is received between those times, then bidding will be held over until the next business day on the same 9 a.m. to 3 p.m. terms. Eventually, no one will outbid the high bidder and bidding will close at 3 p.m. on that day. There is no advantage to waiting until 3 p.m. to bid. By bidding in the 11<sup>th</sup> hour, bidders run the risk that their bids may not get through the electronic media in time.

## 10. Bidding Over the Internet

**The Special Terms of Sale above apply to bidding over the Internet with the following exceptions and conditions:**

1. Bid Deposits - Deposits by cashiers check, bank/postal money order, certified check or credit card may be made following the instructions above. Deposits by credit card (either Visa or Mastercard) may be made over the Internet following instructions on the web page [www.auctionrp.com](http://www.auctionrp.com). Upon submission of the required information, the credit card account will be verified and the amount will be charged immediately.

2. Registering to Bid – Registration may be done on the Internet following instructions on our web page at [www.auctionrp.com](http://www.auctionrp.com). Once the bid deposit is received or the credit card has been charged, the bidder will be approved to bid.

3. Bid Form – If the high bidder at the close of bidding registered to bid over the Internet, then that high bidder must, within 48 hours after the bidding closes, submit a signed bid form for the property in the amount of the high bid. The bid form must be received by GSA within 5 business days. Failure to submit the signed bid form may result in loss of the bid deposit and a default judgment for the difference between the high bid and the second high bid. In such cases the property may be sold to the second high bidder.

4. Bidding – Bidders registered over the Internet can increase their bids over the Internet following the on-line instructions. If your bid is not accurately shown on the web page, then you must call us at 253-931-7547. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

## **GENERAL TERMS OF SALE**

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**1. Term - "Invitation for Bids".** The term "Invitation for Bids" as used herein refers to the foregoing invitation for Bids, and its complete contents and descriptions; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

**2. Descriptions in Invitation for Bids.** The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the USDA Forest Service and the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

**3. Inspection.** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction. Prior to submitting a bid, bidders should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

**4. Condition of Property.** The property is offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

**5. Zoning.** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

**6. Continuing Offers.** Each bid received shall be deemed to be a continuing offer after the date of the bid unless the bid is accepted or rejected by the Government.

The high bidder may be subject to a background investigation by the Government agency holding title.

**7. Possession.**

a. Possession of the property will normally be granted effective on the date the full purchase price is credited to the proper Government account, unless otherwise indicated. The Government agency holding title shall determine the date of possession. The purchaser agrees to assume possession with all attendant rights and responsibilities. The conveyance document will be made effective the date possession is granted. If the purchaser fails to take actual possession (s)he shall be charged with having taken constructive possession. The word "possession" shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under a. above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus one and one-half percent (1-1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

**8. Taxes.** As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property.

**9. Risk Of Loss.** As of the date of assumption or possession of the property or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

In the event of a major loss or damage to the property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and the granting of possession to the successful bidder, such loss or damage shall not be considered grounds for invalidating the contract of sale; however, the loss in value to the property as a result of said major loss or damage may be considered in granting an allowance on the purchase price, such allowance to be determined by the Contracting Officer. In any case, with respect to any claim against the Government, the extreme measure of the Government's liability shall not in any event exceed refund of the purchase price or such portion thereof as the Government may have received.

## **GENERAL TERMS OF SALE, Continued**

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**10. Insurance.** The Government is not imposing any insurance requirements on the purchaser for the time period between award and possession.

**11. Revocation Of Bid And Default.** In the event of revocation of a bid after the opening of bids or conducting of an action but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

**12. Government Liability.** If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

**13. Title Evidence.** Any title evidence which may be desired by the successful bidder will be procured by him or her at their own expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

**14. Title.** If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice. **The USDA Forest Service requires the closing of the sale through escrow.** The USDA Forest Service shall prepare the escrow instructions, and execute and deposit in escrow a quitclaim deed conveying the property to the purchaser. The United States does not warrant title to the property; however, at closing the property shall be free and clear of all exceptions to title, liens, easements, covenants restrictions, encumbrances, etc. ("Exceptions"), except those that will be shown on the deed to be issued to the property. It shall be a condition to purchaser's obligation to purchase the property that there be no other "Exceptions" at closing. The closing will be handled through escrow services provided by a title company acceptable to both parties. **The USDA Forest Service will pay half of the escrow fee.** The Purchaser is responsible for title insurance, if desired, recording fees and any other closing costs. After recordation of the conveyance deed, the escrow agent will provide a copy of the recorded deed to both the USDA Forest Service and the Purchaser.

**15. Tender Of Payment And Delivery Of Instrument Of Conveyance.** The Government shall set a sale closing date. The balance of the purchase price must be submitted to the Government

agency holding title within **forty five days (45)** days of the date of award unless otherwise stated. The successful bidder shall tender to the Government the balance of the purchase price by Cashiers check. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7 above.

**16. Delayed Closing.** The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus one and one-half percent (1 1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

**Burns Diamond St. property:** Due to the potential additional time needed to receive final closure approval from DEQ regarding a gas spill, the Government may delay the closing of this property sale for up to 75 days past the terms described in item # 15 above.

No compensation will be paid to the successful high bidder if the Government does delay the closing of this property.

**17. Documentary Stamps and Cost Of Recording.** The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

**18. Contract.** The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

**19. Officials Not To Benefit.** No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## **INSTRUCTIONS TO BIDDERS**

### **1. Bid Form.**

a. Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by telegram prior to the time fixed in this Invitation for Bids for the opening of bids.

b. Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.

c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

d. In submitting a bid, only return the Bid Form. Retain all other documents, including one copy of the Bid Form, for your record.

**2. Bid Envelopes.** Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

**3. Bid Executed On Behalf Of Bidder.** A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. Partnership. If the bidder is a partnership and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

**4. Bid Deposit.** The initial bid must be accompanied by a bid deposit in the form of a certified check, cashier's check, or

bank/postal money order, or credit card charge, payable to the order of the Government agency holding title and the name of the bidder, so that either the Government agency or the bidder, if unsuccessful, may negotiate the draft. See "Special Terms of Sale, Bid Deposits-Terms" for further clarification.

Failure to provide the bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. After the award, action will be taken within 5 working days to return all bid deposits with the exception of the deposits from the two high bidders.

**5. Additional Information.** The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

**6. Waiver Of Informalities Or Irregularities.** The Government may, at its election, waive any minor informality or irregularity in bids received.

**7. Acceptable Bid.** A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

**8. Notice Of Acceptance Or Rejection.** Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.



**BID FOR PURCHASE OF GOVERNMENT PROPERTY****John Day, Prairie City, Burns and Hines, Oregon**

**To: General Services Administration, Real Property Disposal Office (9PRF-10), GSA Center, 400 15th Street SW, Auburn, WA 98001-6599**

Subject to: (1) the Terms and Conditions of the Invitation for Bids identified above, and its schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid be accepted, within **45** calendar days after date of this bid, to purchase the property described in said Invitation for Bids for which bid price is entered below.

Initial Bid ☐Increased Bid ☐

(Please Check One)

The initial bid must be accompanied by a bid deposit. The deposit amount is listed in Special Terms of Sale. *The deposit must be in the form of a certified check, cashier's check, or bank/postal money order. Do not use personal or company checks. All checks payable to "U.S. D.A. Forest Service)".*

**John Day 5<sup>th</sup> St.**      **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

**John Day Lamford St.**      **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

**Prairie City 935 Overholt** **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

**Prairie City 945 Overholt** **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

**Prairie City 12<sup>th</sup> St.**      **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

**Burns E. St.**      **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

**Burns Diamond St.**      **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

**Burns Alvord St.**      **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

**Hines Saginaw St.**      **Amount Bid \$** \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

Enclosed bid deposit amount \$ \_\_\_\_\_

In the event this bid is accepted, the deed should name the following as grantee(s):

Indicate above the manner in which title is to be taken (e.g., husband and wife; joint tenants; tenants in common). Include addresses. Indicate marital status. Include name of spouse if to be named as grantee. If deed is to be made to partnership, provide partnership name. If deed is to be made to partners, provide names of partners.

Bidder Represents that (s)he operates as (check appropriate box):

- ☐ an individual
- ☐ an individual doing business as \_\_\_\_\_
- ☐ a partnership consisting of (include full names of all partners) \_\_\_\_\_

☐ a corporation incorporated in the State of \_\_\_\_\_

☐ a trustee or an agent with recorded power of attorney acting for \_\_\_\_\_

**Signature Of Bidder:**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Bidder ID Number \_\_\_\_\_ (will be assigned) E-Mail Address \_\_\_\_\_



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**BID DEPOSIT BY CREDIT CARD**

John Day, Prairie City, Burns and Hines, Oregon

**To: General Services Administration, Real Property Disposal Office (9PRF-10),  
GSA Center, 400 15<sup>th</sup> Street SW, Auburn, WA 98001-6599**

By completing this form you agree to abide by all the rules and regulations of this auction and the terms and conditions in this bid package and any addendums. You agree that your credit card will be charged the full amount of the deposit, as listed in the Special Terms of Sale, before you will be approved to bid. You further agree that if you are declared the high bidder for the sale and for any reason you do not follow through with purchase of the property, your deposit will not be refunded and you will not contest the charges with the credit card company.

**Applicant's Last Name:** \_\_\_\_\_

**First Name:** \_\_\_\_\_ **M.I.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

Visa ☐                      Master Card ☐

**Card Number:** \_\_\_\_\_ **Expiration:** \_\_\_\_\_

**Name As It Appears On Card:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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